

# EXHIBIT B

420

427

421

431

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after 8/1/2018 and continue until expiration of the collective bargaining agreement on 7/31/2023. After expiration of the collective bargaining agreement, this Participation Agreement shall continue in full force and effect until a successor collective bargaining agreement is executed by the Employer and Union, unless the Employer gives the Fund at least sixty (60) days written notice of its intent to terminate participation subject, however, to the discretion of the Trustees. The Employer shall pay any contribution rate increases in effect during negotiations with the Union and such payments shall be made in accordance with the rules and regulations of the Fund. A new Participation Agreement must be signed and submitted for each successor collective bargaining agreement.

Effective date of collective bargaining agreement: 8/1/2018

Expiration date of collective bargaining agreement: 7/31/2023

12. The Employer and its employees shall not be entitled to participate in this Fund unless the Employer and the Union are signatory to a current Participation Agreement.

13. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties. To the extent there exist any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.

LOCAL UNION# See Attached

EMPLOYER: YRC Freight

ADDRESS:

ADDRESS:

10990 Roe Avenue

Overland Park, KS 66211

SIGNATURE:

SIGNATURE:

PRINT NAME:

PRINT NAME:

T J O'CONNOR

PRINT TITLE:

PRINT TITLE:

CHIEF OPERATING OFFICER

DATE:

DATE:

7-9-20

NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

MAILING ADDRESS: P.O. BOX 4928, SYRACUSE, NEW YORK 13221-4928

SIGNATURE:

DATE:

7/14/2020

EXECUTIVE ADMINISTRATOR

# THE NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND

## PARTICIPATION AGREEMENT

1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Council Health and Hospital Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by this Participation Agreement, the Trust Agreement, Plan documents and all of the rules and regulations of the Fund now and/or hereafter adopted by the Board of Trustees.

(b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full-time, part-time, casual or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.

(c) The Employer agrees to contribute as follows, not to exceed the maximum:

Covered Group of Employees (Define) YRC Freight - #417, #420, #421, #423, #427, #431

<i>Rates of Contribution:</i>		<i>Daily or Hourly</i>	<i>Weekly</i>	<b>CONTRACT TYPE:</b>	
Effective	<u>8/1/2018</u>	<u>96.36/ Daily</u>	<u>385.43</u>	<input type="checkbox"/>	UPS
Effective	<u>8/1/2019</u>	<u>99.46/Daily</u>	<u>397.83</u>	<input checked="" type="checkbox"/>	FREIGHT - National
Effective	<u>8/1/2020</u>	<u>TBD</u>	<u>TBD</u>	<input type="checkbox"/>	FREIGHT - Area
Effective	<u>8/1/2021</u>	<u>TBD</u>	<u>TBD</u>	<input type="checkbox"/>	CONSTRUCTION
Effective	<u>8/1/2022</u>	<u>TBD</u>	<u>TBD</u>	<input type="checkbox"/>	MUNICIPAL
Effective	<u>          </u>	<u>          </u>	<u>          </u>	<input type="checkbox"/>	OTHER
Effective	<u>          </u>	<u>          </u>	<u>          </u>		

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

Contribution rates are effective each January subsequent to the initial date of this Participation Agreement.

Contributions begin on all employees from the first hour of the first day of employment.

Select one in each category below:

(i) Rates: ☐ Component Rate-with Addendum/Selection Form ☒ Composite Rate - see above

(ii) Benefits: ☒ Highest Option - All benefits ☐ Alternate Benefit Plans - Per attached selection form

Formula for Road Drivers Contributions: Total miles driven in a tour of duty divided by 25 miles per hour equals hours per trip, divided by 9 equals days credited per trip.

(d) All such payments to be made to the Fund are to be received by the Fund office on or before the tenth (10th) day of the month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the



above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and the Fund's rules, regulations and/or collection policies.

4. The Fund shall be open to participation by any group of members belonging to a participating Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the collective bargaining agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a collective bargaining agreement between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The Employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.

5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.

7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.

8. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.

9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of 4 weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than 52 weeks.

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. The Fund shall not be subject to any grievance/arbitration procedure set forth in any collective bargaining agreement. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.



LOCAL UNION: # 118

ADDRESS: 130 Metro Park  
Rochester, NY 14623

SIGNATURE: [Signature]

PRINT NAME: Christopher Tucker

PRINT TITLE: SECRETARY-Treasurer

DATE: 6/22/20

LOCAL UNION: #449

ADDRESS: 2175 William Street  
Buffalo, NY 14208

SIGNATURE: [Signature]

PRINT NAME: KEVIN C. DRYSDALE

PRINT TITLE: VICE PRESIDENT/P.A.

DATE: 6/22/2020

LOCAL UNION: # 294

ADDRESS: 890 Third Street – Labor Temple  
Albany, NY 12206

SIGNATURE: [Signature]

PRINT NAME: CHARLES GREENFIELD

PRINT TITLE: BA

DATE: 6/23/20

LOCAL UNION: #687

ADDRESS: 14 Elm Street  
Potsdam, NY 13676

SIGNATURE: [Signature]

PRINT NAME: Dorian K. Hammond

PRINT TITLE: PRESIDENT/PEO

DATE: 6-24-20

LOCAL UNION: #317

ADDRESS: 566 Spencer Street  
Syracuse, NY 13204

SIGNATURE: [Signature]

PRINT NAME: Bill Files

PRINT TITLE: Business Agent

DATE: 6/22/20

**NEW YORK STATE TEAMSTERS COUNCIL  
HEALTH AND HOSPITAL FUND**

**BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1<sup>st</sup> of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2018

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	381.03
Dental – Optional	Option 1	-
Vision – Optional	Yes	-
Disability – Optional	Option 1 With Paid Family Leave	-
Death/AD&D – Optional	Option 1	-
Legal - Optional	Yes	4.40
<b>Total Weekly Rate</b>		<b>385.43</b>

	Single	Two Person	Family
<b>HRA Monthly Contribution</b>	-	-	-

By signature below the parties signify their agreement to the Benefit Options selected.

Employer Name: YRC W

Local Union No. See Attached

YRC Freight

Signature

Signature

Title

Title Chief Operating Officer Date 7/9/20

Approved by: \_\_\_\_\_, Executive Administrator

Date 7/14/20



LOCAL UNION: # 118

ADDRESS: 130 Metro Park  
Rochester, NY 14623

SIGNATURE: [Signature]  
PRINT NAME: CHRISTOPHER POOLE  
PRINT TITLE: SECRETARY-TREASURER  
DATE: 6/22/20

LOCAL UNION: #449

ADDRESS: 2175 William Street  
Buffalo, NY 14208

SIGNATURE: [Signature]  
PRINT NAME: KEVIN C. DRYSDALE  
PRINT TITLE: VICE PRESIDENT/P.A.  
DATE: 6/20/2020

LOCAL UNION: # 294

ADDRESS: 890 Third Street – Labor Temple  
Albany, NY 12206

SIGNATURE: [Signature]  
PRINT NAME: CHARLES GREENFIELD  
PRINT TITLE: BA  
DATE: 6/23/20

LOCAL UNION: #687

ADDRESS: 14 Elm Street  
Potsdam, NY 13676

SIGNATURE: [Signature]  
PRINT NAME: Dorian K. Hammond  
PRINT TITLE: President/PEO  
DATE: 6-24-20

LOCAL UNION: #317

ADDRESS: 566 Spencer Street  
Syracuse, NY 13204

SIGNATURE: [Signature]  
PRINT NAME: Bill Files  
PRINT TITLE: Business Agent  
DATE: 6/22/20

**NEW YORK STATE TEAMSTERS COUNCIL  
HEALTH AND HOSPITAL FUND**

**BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1<sup>st</sup> of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2019

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	393.29
Dental – Optional	Option 1	-
Vision – Optional	Yes	-
Disability – Optional	Option 1 With Paid Family Leave	-
Death/AD&D – Optional	Option 1	-
Legal - Optional	Yes	4.54
<b>Total Weekly Rate</b>		<b>397.83</b>

	Single	Two Person	Family
HRA Monthly Contribution	-	-	-

By signature below the parties signify their agreement to the Benefit Options selected.

Employer Name: YRCW

Local Union No. See Attached

Signature

Title

Approved by: \_\_\_\_\_

Signature

Title Chief Operating Officer

Date

Date

Executive Administrator

7/14/20



LOCAL UNION: # 118

ADDRESS: 130 Metro Park  
Rochester, NY 14623

SIGNATURE: [Signature]

PRINT NAME: CHRISTOPHER DOOLEY

PRINT TITLE: SECRETARY-TREASURER

DATE: 6/22/20

LOCAL UNION: #449

ADDRESS: 2175 William Street  
Buffalo, NY 14206

SIGNATURE: [Signature]

PRINT NAME: KEVIN C. DRYSDALE

PRINT TITLE: VICE PRESIDENT/P.A.

DATE: 6/22/2020

LOCAL UNION: # 294

ADDRESS: 890 Third Street – Labor Temple  
Albany, NY 12206

SIGNATURE: [Signature]

PRINT NAME: CHARLES GREENFIELD

PRINT TITLE: BA

DATE: 6/23/20

LOCAL UNION: #687

ADDRESS: 14 Elm Street  
Potsdam, NY 13676

SIGNATURE: [Signature]

PRINT NAME: Dorian K. Hammond

PRINT TITLE: President/PEO

DATE: 6-24-20

LOCAL UNION: #317

ADDRESS: 566 Spencer Street  
Syracuse, NY 13204

SIGNATURE: [Signature]

PRINT NAME: Bill Files

PRINT TITLE: Business Agent

DATE: 6/22/20

**NEW YORK STATE TEAMSTERS COUNCIL  
HEALTH AND HOSPITAL FUND**

**BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1<sup>st</sup> of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2020

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	TBD
Dental – Optional	Option 1	-
Vision – Optional	Yes	-
Disability – Optional	Option 1 With Paid Family Leave	-
Death/AD&D – Optional	Option 1	-
Legal - Optional	Yes	-
<b>Total Weekly Rate</b>		<b>TBD</b>

	<b>Single</b>	<b>Two Person</b>	<b>Family</b>
<b>HRA Monthly Contribution</b>	-	-	-

By signature below the parties signify their agreement to the Benefit Options selected.

Employer Name: YRCW

Local Union No. See Attached

Signature

Title

Approved by: \_\_\_\_\_, Executive Administrator

Signature

Title Chief Operating Officer Date 7/9/20

Date 7/14/2020



LOCAL UNION: # 118

ADDRESS: 130 Metro Park  
Rochester, NY 14623

SIGNATURE: [Signature]

PRINT NAME: CHRISTOPHER POLES

PRINT TITLE: SECRETARY-TREASURER

DATE: 6/22/20

LOCAL UNION: #449

ADDRESS: 2175 William Street  
Buffalo, NY 14208

SIGNATURE: [Signature]

PRINT NAME: KEVIN C. DRYSDALE

PRINT TITLE: VICE PRESIDENT/P.A.

DATE: 6/22/2020

LOCAL UNION: # 294

ADDRESS: 890 Third Street - Labor Temple  
Albany, NY 12206

SIGNATURE: [Signature]

PRINT NAME: CHARLES GREENFIELD

PRINT TITLE: BA

DATE: 6/23/20

LOCAL UNION: #687

ADDRESS: 14 Elm Street  
Potsdam, NY 13676

SIGNATURE: [Signature]

PRINT NAME: Orion K. Hammond

PRINT TITLE: President/PEO

DATE: 6-24-20

LOCAL UNION: #317

ADDRESS: 566 Spencer Street  
Syracuse, NY 13204

SIGNATURE: [Signature]

PRINT NAME: Bill Fites

PRINT TITLE: Business Agent

DATE: 6/22/20

**NEW YORK STATE TEAMSTERS COUNCIL  
HEALTH AND HOSPITAL FUND**

**BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1<sup>st</sup> of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2021

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	TBD
Dental – Optional	Option 1	-
Vision – Optional	Yes	-
Disability – Optional	Option 1 With Paid Family Leave	-
Death/AD&D – Optional	Option 1	-
Legal - Optional	Yes	TBD
<b>Total Weekly Rate</b>		<b>TBD</b>

	<b>Single</b>	<b>Two Person</b>	<b>Family</b>
<b>HRA Monthly Contribution</b>	-	-	-

By signature below the parties signify their agreement to the Benefit Options selected.

Employer Name: YRCW

Local Union No. See Attached

Signature

Title

Approved by: \_\_\_\_\_, Executive Administrator

Signature

Title Chief Operating Officer Date 7/9/20

Date 7/14/2020



LOCAL UNION: # 118

ADDRESS: 130 Metro Park  
Rochester, NY 14623

SIGNATURE: [Signature]

PRINT NAME: CHRISTOPHER POOLE

PRINT TITLE: SECRETARY-TREASURER

DATE: 6/22/20

LOCAL UNION: #449

ADDRESS: 2175 William Street  
Buffalo, NY 14208

SIGNATURE: [Signature]

PRINT NAME: KEVIN C. DRYSDALE

PRINT TITLE: VICE PRESIDENT/P.A.

DATE: 6/22/2020

LOCAL UNION: # 294

ADDRESS: 890 Third Street - Labor Temple  
Albany, NY 12206

SIGNATURE: [Signature]

PRINT NAME: CHARLES GREENFIELD

PRINT TITLE: BA

DATE: 6/23/20

LOCAL UNION: #687

ADDRESS: 14 Elm Street  
Potsdam, NY 13676

SIGNATURE: [Signature]

PRINT NAME: Dorian K. Hammond

PRINT TITLE: President/PEO

DATE: 6-24-20

LOCAL UNION: #317

ADDRESS: 566 Spencer Street  
Syracuse, NY 13204

SIGNATURE: [Signature]

PRINT NAME: Bill Fites

PRINT TITLE: Business Agent

DATE: 6/22/20

**NEW YORK STATE TEAMSTERS COUNCIL  
HEALTH AND HOSPITAL FUND**

**BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1<sup>st</sup> of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2022

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	TBD
Dental – Optional	Option 1	-
Vision – Optional	Yes	-
Disability – Optional	Option 1 With Paid Family Leave	-
Death/AD&D – Optional	Option 1	-
Legal - Optional	Yes	TBD
<b>Total Weekly Rate</b>		<b>TBD</b>

	Single	Two Person	Family
<b>HRA Monthly Contribution</b>	-	-	-

By signature below the parties signify their agreement to the Benefit Options selected.

Employer Name: YRCW

Local Union No. See Attached

Signature

Title

Approved by: \_\_\_\_\_

Signature

Title Chief Operating Officer Date 7/9/20

Date

\_\_\_\_\_, Executive Administrator

7/14/22



LOCAL UNION: # 118

ADDRESS: 130 Metro Park  
Rochester, NY 14623

SIGNATURE: [Signature]

PRINT NAME: Christopher Tucker

PRINT TITLE: Secretary-Treasurer

DATE: 6/22/20

LOCAL UNION: #449

ADDRESS: 2175 William Street  
Buffalo, NY 14208

SIGNATURE: [Signature]

PRINT NAME: KEVIN C. DRYSDALE

PRINT TITLE: VICE PRESIDENT/P.A.

DATE: 6/22/2020

LOCAL UNION: # 294

ADDRESS: 890 Third Street - Labor Temple  
Albany, NY 12206

SIGNATURE: [Signature]

PRINT NAME: CHARLES GREENFIELD

PRINT TITLE: BA

DATE: 6/23/20

LOCAL UNION: #687

ADDRESS: 14 Elm Street  
Potsdam, NY 13676

SIGNATURE: [Signature]

PRINT NAME: Dorian K. Hammond

PRINT TITLE: President/PEO

DATE: 6-24-20

LOCAL UNION: #317

ADDRESS: 566 Spencer Street  
Syracuse, NY 13204

SIGNATURE: Bill Files

PRINT NAME: Bill Files

PRINT TITLE: Business Agent

DATE: 6/22/20

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after 10/01/2022 and continue until expiration of the collective bargaining agreement on 7/31/2023. After expiration of the collective bargaining agreement, this Participation Agreement shall continue in full force and effect until a successor collective bargaining agreement is executed by the Employer and Union, unless the Employer gives the Fund at least sixty (60) days written notice of its intent to terminate participation subject, however, to the discretion of the Trustees. The Employer shall pay any contribution rate increases in effect during negotiations with the Union and such payments shall be made in accordance with the rules and regulations of the Fund. A new Participation Agreement must be signed and submitted for each successor collective bargaining agreement.

Effective date of collective bargaining agreement: 10/01/2022

Expiration date of collective bargaining agreement: 7/31/2023

12. The Employer and its employees shall not be entitled to participate in this Fund unless the Employer and the Union are signatory to a current Participation Agreement.

13. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties. To the extent there exist any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.

LOCAL UNION# 449

EMPLOYER: USF Holland

ADDRESS: 2175 William Street  
Buffalo, NY 14206

ADDRESS: 6650 Transit Rd. RT 78  
Williamsville, NY 14221

SIGNATURE: 

SIGNATURE: 

PRINT NAME: Kevin Drysdale

PRINT NAME: Michael Underkoffler

PRINT TITLE: Business Agent

PRINT TITLE: Trucker Relations Manager

DATE: 10/5/2022

DATE: 10-07-2022

NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

MAILING ADDRESS: P.O. BOX 4928, SYRACUSE, NEW YORK 13221-4928

SIGNATURE:   
EXECUTIVE ADMINISTRATOR

DATE: 10/17/22



# THE NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND

## PARTICIPATION AGREEMENT

1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Council Health and Hospital Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by this Participation Agreement, the Trust Agreement, Plan documents and all of the rules and regulations of the Fund now and/or hereafter adopted by the Board of Trustees.

(b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full-time, part-time, casual or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.

(c) The Employer agrees to contribute as follows, not to exceed the maximum:

Covered Group of Employees (Define)		<u>USF Holland Clericals</u>	
<i>Rates of Contribution:</i>		<i>Daily or Hourly</i>	<i>Weekly</i>
Effective	<u>10/01/2022</u>	<u>107.66/Daily</u>	<u>430.63</u>
Effective	<u>                    </u>	<u>                    </u>	<u>                    </u>
Effective	<u>                    </u>	<u>                    </u>	<u>                    </u>
Effective	<u>                    </u>	<u>                    </u>	<u>                    </u>
Effective	<u>                    </u>	<u>                    </u>	<u>                    </u>
Effective	<u>                    </u>	<u>                    </u>	<u>                    </u>
Effective	<u>                    </u>	<u>                    </u>	<u>                    </u>

CONTRACT TYPE:

- ☐ UPS
- ☒ FREIGHT - National
- ☐ FREIGHT - Area
- ☐ CONSTRUCTION
- ☐ MUNICIPAL
- ☐ OTHER

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

Contribution rates are effective each January subsequent to the initial date of this Participation Agreement.

Contributions begin on all employees from the first hour of the first day of employment.

Select one in each category below:

- (i) Rates: ☐ Component Rate-with Addendum/Selection Form ☒ Composite Rate -- see above
- (ii) Benefits: ☒ Highest Option - All benefits ☐ Alternate Benefit Plans - Per attached selection form

Formula for Road Drivers Contributions: Total miles driven in a tour of duty divided by 25 miles per hour equals hours per trip, divided by 9 equals days credited per trip.

(d) All such payments to be made to the Fund are to be received by the Fund office on or before the tenth (10th) day of the month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the



above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and the Fund's rules, regulations and/or collection policies.

4. The Fund shall be open to participation by any group of members belonging to a participating Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the collective bargaining agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a collective bargaining agreement between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The Employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.

5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.

7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.

8. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.

9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of 4 weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than 52 weeks.

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. The Fund shall not be subject to any grievance/arbitration procedure set forth in any collective bargaining agreement. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.



7853

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after 8/1/2018 and continue until expiration of the collective bargaining agreement on 7/31/2023.

After expiration of the collective bargaining agreement, this Participation Agreement shall continue in full force and effect until a successor collective bargaining agreement is executed by the Employer and Union, unless the Employer gives the Fund at least sixty (60) days written notice of its intent to terminate participation subject, however, to the discretion of the Trustees. The Employer shall pay any contribution rate increases in effect during negotiations with the Union and such payments shall be made in accordance with the rules and regulations of the Fund. A new Participation Agreement must be signed and submitted for each successor collective bargaining agreement.

Effective date of collective bargaining agreement: 8/1/2018

Expiration date of collective bargaining agreement: 7/31/2023

12. The Employer and its employees shall not be entitled to participate in this Fund unless the Employer and the Union are signatory to a current Participation Agreement.

13. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties. To the extent there exist any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.

LOCAL UNION# 449

EMPLOYER: USF Holland

ADDRESS: 2175 WILLIAM ST  
BUFFALO, NY 14227

ADDRESS: 6650 Transit Road  
Overlook Park, KS 66211

SIGNATURE: [Signature]

SIGNATURE: [Signature]

PRINT NAME: KEVIN C. DUNN

PRINT NAME: Michael Canosi

PRINT TITLE: VICE PRESIDENT / AA

PRINT TITLE: Industrial Relations Manager

DATE: 6/22/2020

DATE: 6-25-2020

NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

MAILING ADDRESS: P.O. BOX 4928, SYRACUSE, NEW YORK 13221-4928

SIGNATURE: [Signature]  
EXECUTIVE ADMINISTRATOR

DATE: 7/7/2020



# THE NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND

## PARTICIPATION AGREEMENT

1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Council Health and Hospital Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by this Participation Agreement, the Trust Agreement, Plan documents and all of the rules and regulations of the Fund now and/or hereafter adopted by the Board of Trustees.

(b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full-time, part-time, casual or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.

(c) The Employer agrees to contribute as follows, not to exceed the maximum:

Covered Group of Employees (Define)			USF Holland Inc. - #7853	
Rates of Contribution:			CONTRACT TYPE:	
		Daily or Hourly	Weekly	
Effective	8/1/2018	96.36/ Daily	385.43	<input type="checkbox"/> UPS
Effective	8/1/2019	99.46/Daily	397.83	<input checked="" type="checkbox"/> FREIGHT - National
Effective	8/1/2020	TBD	TBD	<input type="checkbox"/> FREIGHT - Area
Effective	8/1/2021	TBD	TBD	<input type="checkbox"/> CONSTRUCTION
Effective	8/1/2022	TBD	TBD	<input type="checkbox"/> MUNICIPAL
Effective				<input type="checkbox"/> OTHER
Effective				

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

Contribution rates are effective each January subsequent to the initial date of this Participation Agreement.

Contributions begin on all employees from the first hour of the first day of employment.

Select one in each category below:

- (i) Rates: ☐ Component Rate-with Addendum/Selection Form ☒ Composite Rate - see above
- (ii) Benefits: ☒ Highest Option - All benefits ☐ Alternate Benefit Plans - Per attached selection form

Formula for Road Drivers Contributions: Total miles driven in a tour of duty divided by 25 miles per hour equals hours per trip, divided by 9 equals days credited per trip.

(d) All such payments to be made to the Fund are to be received by the Fund office on or before the tenth (10th) day of the month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the



above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's ~~decision to the Board of Trustees, whose decision shall be final and binding.~~ In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and the Fund's rules, regulations and/or collection policies.

4. The Fund shall be open to participation by any group of members belonging to a participating Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the collective bargaining agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a collective bargaining agreement between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The Employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.

5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.

7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.

8. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.

9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of 4 weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than 52 weeks.

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. The Fund shall not be subject to any grievance/arbitration procedure set forth in any collective bargaining agreement. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.



**NEW YORK STATE TEAMSTERS COUNCIL  
HEALTH AND HOSPITAL FUND**

**BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1<sup>st</sup> of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2018

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	381.03
Dental – Optional	Option 1	-
Vision – Optional	Yes	-
Disability – Optional	Option 1 With Paid Family Leave	-
Death/AD&D – Optional	Option 1	-
Legal - Optional	Yes	4.40
<b>Total Weekly Rate</b>		<b>385.43</b>

	Single	Two Person	Family
<b>HRA Monthly Contribution</b>	-	-	-

By signature below the parties signify their agreement to the Benefit Options selected.

Employer Name:

Local Union No. 449

USF Holland

Signature

Signature

Title VICE PRESIDENT

Date 6/22/2020

Title Industrial Relations Mgr Date 6-25-2020

Approved by: \_\_\_\_\_, Executive Administrator

Date

7/7/2020



**NEW YORK STATE TEAMSTERS COUNCIL  
HEALTH AND HOSPITAL FUND**

**BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1<sup>st</sup> of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2019

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	393.29
Dental – Optional	Option 1	-
Vision – Optional	Yes	-
Disability – Optional	Option 1 With Paid Family Leave	-
Death/AD&D – Optional	Option 1	-
Legal - Optional	Yes	4.54
<b>Total Weekly Rate</b>		<b>397.83</b>

	Single	Two Person	Family
<b>HRA Monthly Contribution</b>	-	-	-

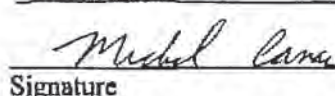
By signature below the parties signify their agreement to the Benefit Options selected.

Employer Name:

Local Union No. 449

USF Holland

Signature 

Signature 

Title VICE PRESIDENT  
AA

Title Industrial Relations Mgr Date 6-25-2021

Approved by:  Executive Administrator

Date 7/7/2020



**NEW YORK STATE TEAMSTERS COUNCIL  
HEALTH AND HOSPITAL FUND**

**BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1<sup>st</sup> of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2020

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	TBD
Dental – Optional	Option 1	-
Vision – Optional	Yes	-
Disability – Optional	Option 1 With Paid Family Leave	-
Death/AD&D – Optional	Option 1	-
Legal - Optional	Yes	-
<b>Total Weekly Rate</b>		<b>TBD</b>

	Single	Two Person	Family
<b>HRA Monthly Contribution</b>	-	-	-

By signature below the parties signify their agreement to the Benefit Options selected.

Employer Name:

Local Union No. 449

USF Holland

Signature

Signature

Title VICE PRESIDENT Date 6/25/2021

Title Industrial Relations Mgr Date 6-25-2021

Approved by: \_\_\_\_\_, Executive Administrator

Date 7/7/2020



**NEW YORK STATE TEAMSTERS COUNCIL  
HEALTH AND HOSPITAL FUND**

**BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1<sup>st</sup> of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2021

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	TBD
Dental – Optional	Option 1	-
Vision – Optional	Yes	-
Disability – Optional	Option 1 With Paid Family Leave	-
Death/AD&D – Optional	Option 1	-
Legal – Optional	Yes	TBD
<b>Total Weekly Rate</b>		<b>TBD</b>

	<b>Single</b>	<b>Two Person</b>	<b>Family</b>
<b>HRA Monthly Contribution</b>	-	-	-

By signature below the parties signify their agreement to the Benefit Options selected.

Employer Name:

Local Union No. 449

USF Holland

Signature

Signature

Title VICE PRESIDENT Date 6/22/2020  
B.A.

Title Industrial Relations Mgr. Date 6-25-2020

Approved by: \_\_\_\_\_ Executive Administrator

Date 7/7/22



**NEW YORK STATE TEAMSTERS COUNCIL  
HEALTH AND HOSPITAL FUND**

**BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1<sup>st</sup> of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2022

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	TBD
Dental – Optional	Option 1	-
Vision – Optional	Yes	-
Disability – Optional	Option 1 With Paid Family Leave	-
Death/AD&D – Optional	Option 1	-
Legal - Optional	Yes	TBD
<b>Total Weekly Rate</b>		<b>TBD</b>

	<b>Single</b>	<b>Two Person</b>	<b>Family</b>
<b>HRA Monthly Contribution</b>	-	-	-

By signature below the parties signify their agreement to the Benefit Options selected.

Employer Name:

Local Union No. 449

USF Holland

Signature

Signature

Title USF PARSONS

Date 6/30/2020

Title Industrial Relations Mgr Date 6-30-2020

Approved by: \_\_\_\_\_, Executive Administrator

Date

7/7/2020



2718  
2719  
2720  
2721

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after 8/1/2018 and continue until expiration of the collective bargaining agreement on 7/31/2023. After expiration of the collective bargaining agreement, this Participation Agreement shall continue in full force and effect until a successor collective bargaining agreement is executed by the Employer and Union, unless the Employer gives the Fund at least sixty (60) days written notice of its intent to terminate participation subject, however, to the discretion of the Trustees. The Employer shall pay any contribution rate increases in effect during negotiations with the Union and such payments shall be made in accordance with the rules and regulations of the Fund. A new Participation Agreement must be signed and submitted for each successor collective bargaining agreement.

Effective date of collective bargaining agreement: 8/1/2018

Expiration date of collective bargaining agreement: 7/31/2023

12. The Employer and its employees shall not be entitled to participate in this Fund unless the Employer and the Union are signatory to a current Participation Agreement.

13. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties. To the extent there exist any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.

LOCAL UNION# See Attached

EMPLOYER: New Penn Motor Express Inc.

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

625 South 5th Avenue

Lebanon, PA 17042

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TJ O'CONNOR

PRINT TITLE: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

Chief Operating Officer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

7-9-20

NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND  
151 NORTHERN CONCOURSE, SYRACUSE, NY 13212  
MAILING ADDRESS: P.O. BOX 4928, SYRACUSE, NEW YORK 13221-4928

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

EXECUTIVE ADMINISTRATOR

7/14/2020

# THE NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND

## PARTICIPATION AGREEMENT

1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Council Health and Hospital Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by this Participation Agreement, the Trust Agreement, Plan documents and all of the rules and regulations of the Fund now and/or hereafter adopted by the Board of Trustees.

(b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full-time, part-time, casual or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.

(c) The Employer agrees to contribute as follows, not to exceed the maximum:

Covered Group of Employees (Define) New Penn Motor Express - #2718, #2719, #2720, #2721

Rules of Contribution:		<u>Daily or Hourly</u>	<u>Weekly</u>	CONTRACT TYPE:	
Effective	<u>8/1/2018</u>	<u>96.36/ Daily</u>	<u>385.43</u>	<input type="checkbox"/>	UPS
Effective	<u>8/1/2019</u>	<u>99.46/Daily</u>	<u>397.83</u>	<input checked="" type="checkbox"/>	FREIGHT - National
Effective	<u>8/1/2020</u>	<u>TBD</u>	<u>TBD</u>	<input type="checkbox"/>	FREIGHT - Area
Effective	<u>8/1/2021</u>	<u>TBD</u>	<u>TBD</u>	<input type="checkbox"/>	CONSTRUCTION
Effective	<u>8/1/2022</u>	<u>TBD</u>	<u>TBD</u>	<input type="checkbox"/>	MUNICIPAL
Effective	<u>          </u>	<u>          </u>	<u>          </u>	<input type="checkbox"/>	OTHER
Effective	<u>          </u>	<u>          </u>	<u>          </u>		

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

Contribution rates are effective each January subsequent to the initial date of this Participation Agreement.

Contributions begin on all employees from the first hour of the first day of employment.

Select one in each category below:

(i) Rates: ☐ Component Rate-with Addendum/Selection Form ☒ Composite Rate— see above

(ii) Benefits: ☒ Highest Option - All benefits ☐ Alternate Benefit Plans - Per attached selection form

Formula for Road Drivers Contributions: Total miles driven in a tour of duty divided by 25 miles per hour equals hours per trip, divided by 9 equals days credited per trip.

(d) All such payments to be made to the Fund are to be received by the Fund office on or before the tenth (10th) day of the month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the



above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and the Fund's rules, regulations and/or collection policies.

4. The Fund shall be open to participation by any group of members belonging to a participating Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the collective bargaining agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a collective bargaining agreement between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The Employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.

5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.

7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.

8. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.

9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of 4 weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than 52 weeks.

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. The Fund shall not be subject to any grievance/arbitration procedure set forth in any collective bargaining agreement. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

LOCAL UNION: # 118

ADDRESS: 130 Metro Park  
Rochester, NY 14623

SIGNATURE: [Signature]

PRINT NAME: CHRISTOPHER TOUCE

PRINT TITLE: SECRETARY - PRESIDENT

DATE: 6/22/20

LOCAL UNION: #449

ADDRESS: 2175 William Street  
Buffalo, NY 14206

SIGNATURE: [Signature]

PRINT NAME: KEVIN C. DRYSDALE

PRINT TITLE: VICE PRESIDENT / B.A.

DATE: 6/22/2020

LOCAL UNION: # 294

ADDRESS: 890 Third Street - Labor Temple  
Albany, NY 12206

SIGNATURE: [Signature]

PRINT NAME: CHARLES GREENFIELD

PRINT TITLE: BA

DATE: 6/23/20

LOCAL UNION: #317

ADDRESS: 566 Spencer Street  
Syracuse, NY 13204

SIGNATURE: [Signature]

PRINT NAME: Bill Files

PRINT TITLE: Business Agent

DATE: 6/22/20



**NEW YORK STATE TEAMSTERS COUNCIL  
HEALTH AND HOSPITAL FUND**

**BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1<sup>st</sup> of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2018

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	381.03
Dental – Optional	Option 1	-
Vision – Optional	Yes	-
Disability – Optional	Option 1 With Paid Family Leave	-
Death/AD&D – Optional	Option 1	-
Legal - Optional	Yes	4.40
<b>Total Weekly Rate</b>		<b>385.43</b>

	<b>Single</b>	<b>Two Person</b>	<b>Family</b>
<b>HRA Monthly Contribution</b>	-	-	-

By signature below the parties signify their agreement to the Benefit Options selected.

Employer Name: YREW

Local Union No. See Attached

New Penn Motor Express

Signature

Signature

Title

Title Chief Operating Officer

Approved by: \_\_\_\_\_, Executive Administrator

Date

7/1/20

7/1/20

LOCAL UNION: # 118

ADDRESS: 130 Metro Park  
Rochester, NY 14623

SIGNATURE: [Signature]  
PRINT NAME: CHRISTOPHER TOOLE  
PRINT TITLE: SECRETARY-TREASURER  
DATE: 6/22/20

LOCAL UNION: #449

ADDRESS: 2175 William Street  
Buffalo, NY 14208

SIGNATURE: [Signature]  
PRINT NAME: KEVIN C. DLYSDALE  
PRINT TITLE: VICE PRESIDENT/B.A.  
DATE: 6/20/2020

LOCAL UNION: # 294

ADDRESS: 890 Third Street – Labor Temple  
Albany, NY 12206

SIGNATURE: [Signature]  
PRINT NAME: CHARLES GREENFIELD  
PRINT TITLE: BA  
DATE: 6/23/20

LOCAL UNION: #317

ADDRESS: 566 Spencer Street  
Syracuse, NY 13204

SIGNATURE: [Signature]  
PRINT NAME: Bill Files  
PRINT TITLE: Business Agent  
DATE: 6/22/20



**NEW YORK STATE TEAMSTERS COUNCIL  
HEALTH AND HOSPITAL FUND**

**BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1<sup>st</sup> of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2019

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	393.29
Dental – Optional	Option 1	-
Vision – Optional	Yes	-
Disability – Optional	Option 1 With Paid Family Leave	-
Death/AD&D – Optional	Option 1	-
Legal - Optional	Yes	4.54
<b>Total Weekly Rate</b>		<b>397.83</b>

	Single	Two Person	Family
<b>HRA Monthly Contribution</b>	-	-	-

By signature below the parties signify their agreement to the Benefit Options selected.

Employer Name: YRCW

Local Union No. See Attached

New Penn Motor Express

Signature

Signature

Title

Title Chief Operating Officer

Approved by: \_\_\_\_\_

Executive Administrator

Date

7/9/20  
7/14/20

LOCAL UNION: # 118

ADDRESS: 130 Metro Park  
Rochester, NY 14623

SIGNATURE: [Signature]

PRINT NAME: CHRISTOPHER TOWNE

PRINT TITLE: SECRETARY - TREASURER

DATE: 6/22/20

LOCAL UNION: #449

ADDRESS: 2175 William Street  
Buffalo, NY 14208

SIGNATURE: [Signature]

PRINT NAME: KEVIN C. DRYSDALE

PRINT TITLE: VICE PRESIDENT / P.A.

DATE: 6/22/2020

LOCAL UNION: # 294

ADDRESS: 890 Third Street - Labor Temple  
Albany, NY 12206

SIGNATURE: [Signature]

PRINT NAME: CHARLES GREENFIELD

PRINT TITLE: BA

DATE: 6/23/20

LOCAL UNION: #317

ADDRESS: 566 Spencer Street  
Syracuse, NY 13204

SIGNATURE: [Signature]

PRINT NAME: Bill Files

PRINT TITLE: Business Agent

DATE: 6/22/20



**NEW YORK STATE TEAMSTERS COUNCIL  
HEALTH AND HOSPITAL FUND**

**BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1<sup>st</sup> of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2020

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	TBD
Dental – Optional	Option 1	-
Vision – Optional	Yes	-
Disability – Optional	Option 1 With Paid Family Leave	-
Death/AD&D – Optional	Option 1	-
Legal - Optional	Yes	-
<b>Total Weekly Rate</b>		<b>TBD</b>

	Single	Two Person	Family
HRA Monthly Contribution	-	-	-

By signature below the parties signify their agreement to the Benefit Options selected.

Employer Name: YRCW

Local Union No. See Attached

New Penn Motor Express

Signature

Signature

Title

Title Chief Operating Officer Date 7/9/20

Approved by: \_\_\_\_\_, Executive Administrator

Date 7/14/2020

LOCAL UNION: # 118

ADDRESS: 130 Metro Park  
Rochester, NY 14623

SIGNATURE: [Signature]

PRINT NAME: CHRISTOPHER TOOLE

PRINT TITLE: SECRETARY-TREASURER

DATE: 6/22/20

LOCAL UNION: #449

ADDRESS: 2175 William Street  
Buffalo, NY 14206

SIGNATURE: [Signature]

PRINT NAME: KEVIN C. DRUSKAL

PRINT TITLE: VICE PRESIDENT/B.A.

DATE: 6/22/2020

LOCAL UNION: # 294

ADDRESS: 890 Third Street - Labor Temple  
Albany, NY 12206

SIGNATURE: [Signature]

PRINT NAME: CHARLES GREENFIELD

PRINT TITLE: BA

DATE: 6/23/20

LOCAL UNION: #317

ADDRESS: 566 Spencer Street  
Syracuse, NY 13204

SIGNATURE: [Signature]

PRINT NAME: Bill Files

PRINT TITLE: Business Agent

DATE: 6/22/20



**NEW YORK STATE TEAMSTERS COUNCIL  
HEALTH AND HOSPITAL FUND**

**BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1<sup>st</sup> of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2021

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	TBD
Dental – Optional	Option 1	-
Vision – Optional	Yes	-
Disability – Optional	Option 1 With Paid Family Leave	-
Death/AD&D – Optional	Option 1	-
Legal - Optional	Yes	TBD
<b>Total Weekly Rate</b>		<b>TBD</b>

	<b>Single</b>	<b>Two Person</b>	<b>Family</b>
<b>HRA Monthly Contribution</b>	-	-	-

By signature below the parties signify their agreement to the Benefit Options selected.

Employer Name: YRCW

Local Union No. See Attached

New Penn Motor Express

Signature

Signature

Title

Title

Approved by:

Executive Administrator

Date





Date 7/14/20

7/14/20

LOCAL UNION: # 118

ADDRESS: 130 Metro Park  
Rochester, NY 14623

SIGNATURE: [Signature]

PRINT NAME: CHRISTOPHER TOOLE

PRINT TITLE: SECRETARY - TREASURER

DATE: 6/22/20

LOCAL UNION: #449

ADDRESS: 2175 William Street  
Buffalo, NY 14206

SIGNATURE: [Signature]

PRINT NAME: KEVIN C. DUNN

PRINT TITLE: VICE PRESIDENT / A.A.

DATE: 6/22/2020

LOCAL UNION: # 294

ADDRESS: 890 Third Street - Labor Temple  
Albany, NY 12206

SIGNATURE: [Signature]

PRINT NAME: CHARLES GREENFIELD

PRINT TITLE: BA

DATE: 6/23/20

LOCAL UNION: #317

ADDRESS: 566 Spencer Street  
Syracuse, NY 13204

SIGNATURE: [Signature]

PRINT NAME: Bill Files

PRINT TITLE: Business Agent

DATE: 6/22/20



**NEW YORK STATE TEAMSTERS COUNCIL  
HEALTH AND HOSPITAL FUND**

**BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1<sup>st</sup> of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2022

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	TBD
Dental – Optional	Option 1	-
Vision – Optional	Yes	-
Disability – Optional	Option 1 With Paid Family Leave	-
Death/AD&D – Optional	Option 1	-
Legal - Optional	Yes	TBD
<b>Total Weekly Rate</b>		<b>TBD</b>

	Single	Two Person	Family
<b>HRA Monthly Contribution</b>	-	-	-

By signature below the parties signify their agreement to the Benefit Options selected.

Local Union No. See Attached

Signature

Title

Approved by: \_\_\_\_\_, Executive Administrator

Employer Name: YRCW

New Penn Motor Express

Signature

Title Chief Operating Officer Date 7/9/20

Date 7/14/20

LOCAL UNION: # 118

ADDRESS: 130 Metro Park  
Rochester, NY 14623

SIGNATURE: [Signature]  
PRINT NAME: CHRISTOPHER TOWLE  
PRINT TITLE: SECRETARY - PRESIDENT  
DATE: 6/22/20

LOCAL UNION: #449

ADDRESS: 2175 William Street  
Buffalo, NY 14206

SIGNATURE: [Signature]  
PRINT NAME: KEVIN C. ORLANDO  
PRINT TITLE: VICE PRESIDENT / B.A.  
DATE: 6/22/2020

LOCAL UNION: # 294

ADDRESS: 890 Third Street - Labor Temple  
Albany, NY 12206

SIGNATURE: [Signature]  
PRINT NAME: CHARLES GREENFIELD  
PRINT TITLE: BA  
DATE: 6/23/20

LOCAL UNION: #317

ADDRESS: 566 Spencer Street  
Syracuse, NY 13204

SIGNATURE: [Signature]  
PRINT NAME: Bill Files  
PRINT TITLE: Business Agent  
DATE: 6/22/20



11. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after 10/01/2022 and continue until expiration of the collective bargaining agreement on 7/31/2023. After expiration of the collective bargaining agreement, this Participation Agreement shall continue in full force and effect until a successor collective bargaining agreement is executed by the Employer and Union, unless the Employer gives the Fund at least sixty (60) days written notice of its intent to terminate participation subject, however, to the discretion of the Trustees. The Employer shall pay any contribution rate increases in effect during negotiations with the Union and such payments shall be made in accordance with the rules and regulations of the Fund. A new Participation Agreement must be signed and submitted for each successor collective bargaining agreement.

Effective date of collective bargaining agreement: 10/01/2022  
Expiration date of collective bargaining agreement: 7/31/2023

12. The Employer and its employees shall not be entitled to participate in this Fund unless the Employer and the Union are signatory to a current Participation Agreement.

13. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties. To the extent there exist any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.

LOCAL UNION# <u>449</u>	EMPLOYER: <u>New Penn Motor Express</u>
ADDRESS: <u>2175 William Street</u> <u>Buffalo, NY 14206</u>	ADDRESS: <u>6640 Transit Rd., W</u> <u>Williamsville, NY 14221</u>
SIGNATURE: <u>[Signature]</u>	SIGNATURE: <u>[Signature]</u>
PRINT NAME: <u>Kevin Drysdale</u>	PRINT NAME: <u>Michael Underkoffle</u>
PRINT TITLE: <u>Business Agent</u>	PRINT TITLE: <u>Trucker Relations Manager</u>
DATE: <u>10/5/2022</u>	DATE: <u>10-07-2022</u>

NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND  
151 NORTHERN CONCOURSE, SYRACUSE, NY 13212  
MAILING ADDRESS: P.O. BOX 4928, SYRACUSE, NEW YORK 13221-4928

SIGNATURE: [Signature] DATE: 10/14/22  
EXECUTIVE ADMINISTRATOR



**THE NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND****PARTICIPATION AGREEMENT**

1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Council Health and Hospital Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by this Participation Agreement, the Trust Agreement, Plan documents and all of the rules and regulations of the Fund now and/or hereafter adopted by the Board of Trustees.

(b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full-time, part-time, casual or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.

(c) The Employer agrees to contribute as follows, not to exceed the maximum:

Covered Group of Employees (Define)			<b>New Penn Motor Express Clerical</b>	
<i>Rates of Contribution:</i>			<i>Daily or Hourly</i>	<i>Weekly</i>
Effective	<b>10/01/2022</b>	<b>107.66/Daily</b>	<b>430.63</b>	
Effective				<input type="checkbox"/> UPS
Effective				<input checked="" type="checkbox"/> FREIGHT - National
Effective				<input type="checkbox"/> FREIGHT - Area
Effective				<input type="checkbox"/> CONSTRUCTION
Effective				<input type="checkbox"/> MUNICIPAL
Effective				<input type="checkbox"/> OTHER
Effective				

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

Contribution rates are effective each January subsequent to the initial date of this Participation Agreement.

Contributions begin on all employees from the first hour of the first day of employment.

Select one in each category below:

(i) Rates: ☐ Component Rate-with Addendum/Selection Form ☒ Composite Rate – see above

(ii) Benefits: ☒ Highest Option - All benefits ☐ Alternate Benefit Plans - Per attached selection form

Formula for Road Drivers Contributions: Total miles driven in a tour of duty divided by 25 miles per hour equals hours per trip, divided by 9 equals days credited per trip.

(d) All such payments to be made to the Fund are to be received by the Fund office on or before the tenth (10th) day of the month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the



above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and the Fund's rules, regulations and/or collection policies.

4. The Fund shall be open to participation by any group of members belonging to a participating Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the collective bargaining agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a collective bargaining agreement between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The Employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.

5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.

7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.

8. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.

9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of 4 weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than 52 weeks.

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. The Fund shall not be subject to any grievance/arbitration procedure set forth in any collective bargaining agreement. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.